

**Amendment Number 2**  
**to**  
**Contract Number DIR-SDD-2002**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**HBMG, Inc.**

This Amendment Number 2 to Contract Number DIR-SDD-2002 is between the Department of Information Resources ("DIR") and HBMG, Inc. ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 2. Term of Contract** is hereby amended as follows:

DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through June 17, 2016, or until terminated pursuant to the termination clauses contained in the Contract. Prior to expiration of the term, DIR and Vendor may extend the Contract, upon mutual agreement, for one (1) additional one-year term.

2. **Contract, Section 4. Pricing**, is hereby restated in its entirety as follows:

**4. Pricing**

Pricing to the DIR Customer shall be as set forth in Appendix A, Standard Terms and Conditions for Services Contracts, Section 7, Pricing, Purchase Orders, Invoices and Payments, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

3. **Contract, Section 4. Pricing A - G** is deleted and is hereby restated in its entirety in Appendix A, Standard Terms and Conditions For Services Contracts, Section 7, Pricing, Purchase Orders, Invoices and Payments dated 02/04/15 as attached hereto.

4. **Contract, Section 5. DIR Administrative Fee, A.** is hereby restated in its entirety as follows:

**A)** The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00. The effective date of this change will be July 1, 2015.

5. **Contract, Section 6. Notification** is hereby restated in its entirety as follows:

## 6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

### If sent to the State:

Dana L. Collins, CTPM, CTCM  
Manager, Contract and Vendor Management  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 936-2233  
Facsimile: (512) 475-4759  
Email: [dana.collins@dir.texas.gov](mailto:dana.collins@dir.texas.gov)

### If sent to the Vendor:

David Smith  
HBMG, Inc.  
8900 Shoal Creek Blvd., Suite 121  
Austin, Texas 78757  
Phone: (512) 459-2600  
Facsimile: (512) 459-5291  
Email: [dsmith@hbmginco.com](mailto:dsmith@hbmginco.com)

6. **Contract, Section 7. Service and Leasing Agreements** is hereby renumbered and amended by adding **C. Conflicting or Additional Terms** as follows:

#### **A. Sample Supplemental Agreement**

Services provided under this Contract shall be based upon the Sample Supplemental Agreement as set forth in Appendix D of this Contract. Customers may negotiate the terms and conditions of a Supplemental Agreement to suit their business needs so long as the Supplemental Agreement terms and conditions do not conflict with this Contract.

#### **B. Master Operating Lease Agreement**

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix E of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

#### **C. Conflicting or Additional Terms**

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

7. **Contract, Section 8. Intellectual Property Matters, A - L** is deleted and is hereby restated in its entirety in **Appendix A, Standard Terms and Conditions For Services Contracts, Section 4. Intellectual Property Matters A – L dated 02/04/15** as attached hereto.
8. **Appendix A, Standard Terms and Conditions for Services Contracts dated 12/14/11**, is hereby replaced in its entirety with **Appendix A, Standard Terms and Conditions for Services Contracts dated 02/04/15**, as attached.

All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect. In the event of a conflict among provisions, the order of precedence shall be this Amendment Number 2, then Amendment 1, and then the Contract.

**(Remainder of page intentionally left blank)**

**IN WITNESS WHEREOF**, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events, no later than June 17, 2015.

**HBMG, Inc.**

**Authorized By:** Signature on file

**Name:** Nita Saunders

**Title:** CFO

**Date:** 6/5/2015

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** Signature on file

**Name:** Dale Richardson

**Title:** COO

**Date:** 6/17/15

**Office of General Counsel:** D.R. Brown 6/16/15